

Fort Dodge CSD Maint. Empl. Barg. Unit (Blue Collar) 7/1/2005 6/30/2007

AGREEMENT

BETWEEN

FORT DODGE COMMUNITY SCHOOL DISTRICT

AND

**FORT DODGE COMMUNITY SCHOOLS
MAINTENANCE EMPLOYEES BARGAINING UNIT**

FOR

2005-2006

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ARTICLE I: PREAMBLE

The Fort Dodge Community School District and the Fort Dodge Community Schools Maintenance Employees Bargaining Unit agree as follows:

ARTICLE II: DEFINITIONS

- A. "Full-time employees" shall mean all employees as recognized by the PERB who are employed more than four (4) months a year and more than five (5) hours a day.
- B. "Organization" shall mean the Fort Dodge Community Schools Maintenance Employees Bargaining Unit, consisting of custodians, maintenance men and bus mechanics, as certified by PERB, the ISEA, or its authorized agents.
- C. "Board" shall mean the Board of Education of the Fort Dodge Community School District, its authorized representatives, or its authorized agents.
- D. "District" shall mean the Fort Dodge Community School District.
- E. Immediate family will be defined, for all references in this contract, as: spouse, child, mother/father, brother/sister, grandparent/grandchild, and the "step" and "in-law" relationships of the above.
- F. The word "day" shall mean workday. (All articles will be amended to reflect this, (i.e., 90 probation days will become 60 days.
- G. **The term "supervisor" shall be identified on the job description as approved by the Board of Education of the Fort Dodge Community School District.**

ARTICLE III: SENIORITY

"Seniority" shall mean the length of continuous service in the District and will accumulate from the first day on the job in a position covered by the Maintenance Employees Bargaining Unit. Employees voluntarily leaving employment shall start over if re-employed. Ties shall be broken according to the last four (4) digits of the employee's Social Security Number with the highest number receiving the highest rank.

Seniority shall not be broken by approved leaves of absence where the duration of the leave is less than one year. No employee on an extended leave will be guaranteed a return to a specific position. **At the start of the 2005-2006 contract year, employees on extended leaves of absence will be placed on the seniority list according to the actual years worked in the District's maintenance employee bargaining unit.**

ARTICLE IV: EVALUATION

- A. Orientation. The purpose of the evaluation process is to provide a fair, just, and accurate assessment of the employee's performance. Prior to the first evaluation, the District will acquaint the employee with evaluation procedures, standards, and instruments, and shall advise the employee of his/her designated supervisor.
- B. Copy and Conference. Within ten (10) days after presenting the completed copy of the evaluation instrument to the employee, a conference will be held to discuss the contents of the evaluation. Any changes made to the completed copy will be initialed by both parties. The employee is only required to sign a completed evaluation form. The employee's signature on the

evaluation document does not indicate agreement with the contents of the evaluation, only an awareness of the contents of the evaluation.

- C. Complaints. Complaints or other documents to be placed in the employee's file will be reviewed with the employee before placing the document in the employee's file. Within ten (10) days of being notified, the employee may file a written response or explanation, which will be attached to the complaint and placed in the file. The evaluation form is not to be used to file complaints. However, the evaluator may reference complaints in the annual evaluation.
- D. Rejoinder. The employee will have a right to respond to an evaluation or complaint within ten (10) working days of the conference. The employee's response shall be signed by his/her designated supervisor to indicate receipt and shall be attached to the file copy of the evaluation or complaint. An employer's signature on the rejoinder does not necessarily mean agreement with the rejoinder.
- E. Re-mediation. The building principal or appropriate supervisor shall provide the employee with constructive guidelines and assistance to improve the quality of professional performance and to eliminate difficulties noted in the evaluation. The guidelines and assistance will include a timeline mutually agreed to by the employee and the evaluator.
- F. Access to Evaluations. Employees, in the presence of the superintendent or designee, may examine the contents of their personnel file, except for documents meeting the following definitions of confidential: [Confidential shall mean "those materials requested by the employee to be placed in their files and to be considered confidential." Employees have the right to reproduce the contents of their personnel file with the exception of the confidential documents, at their expense.] A representative of the employee may accompany the employee at his or her request.
- G. An employee will have the right to grieve an evaluation as inaccurate by means of the master contract grievance procedure.

ARTICLE V: TRANSFER

A transfer is defined as the movement of an employee to a new job. A transfer necessarily presupposes a vacancy in a job, which the Board of Education desires to fill. Nothing in this Article will require the Board to fill a job vacancy.

A vacancy is any full-time position that is vacant through reasons of long-term leave, staff reduction, reassignment, resignation, termination, or other causes, which partially or entirely remains in existence within the District; or full-time new position(s) created by the District.

An employee will be assigned to the pay classification that exists for that job they are assigned to.

When the District determines that a vacancy, as defined in the previous paragraph, exists, the employer will post the vacancy for five (5) workdays. Any employee wishing consideration for the transfer shall file a written transfer request with the director within the limits of the posting period. It is the employee's responsibility to turn the bid into the personnel office by noon the last day the bid is open. A list of individuals bidding for a transfer will be made available in the personnel office for review by the MEBU president or a MEBU representative by noon the following day. An accurate log of voluntary bids will be kept by the employer.

The employer will consider voluntary transfer requests first. If an employee submitting a voluntary transfer request meets the qualifications specified in the job description/bid, they will be considered for the job. If two or more voluntary transferees are deemed equally qualified, the employer will select the most senior employee who submitted a transfer request.

A current employee who has requested a transfer, but was denied for reasons other than seniority, may request a conference with the appropriate director and the superintendent or his/her designee. When a vacancy has been filled, the employer's decision will be posted.

The posting of vacancies will reflect the current job descriptions which will be reviewed periodically. The District will receive input from representatives of the bargaining unit when revising or considering new job descriptions prior to the final approval of the job description.

Should an employee, hired for or transferred to, a specific position, have the entry-level skills but not possess required certification or other requirements at the time of employment, they will be given a mutually agreeable and specific timeline in which to successfully complete all requirements and certification.

In the event an employee is transferred to a different job classification, the employee shall be on probation for sixty (60) days. This may be extended by mutual agreement to a maximum of ninety (90) days. Should the employee's job performance be deemed unsatisfactory during the probationary period by the administration or the employee, the employee will be reassigned within his former job classification.

If an employee is temporarily assigned to a position outside his pay classification for a period of greater than five (5) working days, that employee shall assume the higher pay rate.

The Director of Operations/Designee will keep a record of assigned custodial areas and duties. Except as required in emergencies and/or other special circumstances, the Director of Operations/Designee and the superintendent will approve changes in assignments.

All promotions granted are non-grievable and require the approval of the Board of Education. The position of master craftsman is attainable only through promotion. Procedural aspects of transfers are grievable.

In the event that the employer desires to fill a vacancy by involuntary transfer, the vacancy shall be posted and the employer will consider voluntary transferees possessing qualifications acceptable to the employer first prior to involuntary transferring an employee.

The employer shall keep a log of voluntary transfer bids. The log shall be accessible to the Organization.

The District has ten (10) days from the time of announcing the transfer to put it into effect unless mutually agreed to delay.

ARTICLE VI: STAFF REDUCTION

The Board for any reason may determine that it is necessary to reduce staff. If employees must be laid off, the Board will determine the employees to be retained by the following procedures:

- A. Probationary employees in the affected job classification be laid off first.
- B. In the event that it is not possible to achieve the necessary reduction through attrition or the layoff of probationary employees, the Board shall lay off the employee with the least seniority in the unit unless they are the only one employed in that job classification.
- C. The laid-off employee can then replace an employee with less seniority in any job classification in which he/she has pre-qualified. The pre-qualification for replacement in another job classification must include actual District work experience within the job classification **and meeting the qualifications as defined in the current Board approved job description. (Individuals currently holding a position where the job description has been revised to change the**

qualifications will be allowed to continue in that position. However, to transfer or advance to a new position, each individual will be required to meet the qualifications as stated in the job description.

- D. As specific job classification openings occur within two (2) years of the date of layoff, employees meeting the job classification qualifications, **as defined in the current Board approved job description** in the job classification from which they were reduced will be re-employed in the inverse order of layoff. **(Individuals currently holding a position where the job description has been revised to change the qualifications will be allowed to continue in that position. However, to transfer or advance to a new position, each individual will be required to meet the qualifications as stated in the job description.)**

- E. The laid-off employee shall at all times keep a current mailing address on file in the office of the superintendent.

A notice of the vacancy will be mailed by certified mail to the employee advising him/her to reapply for work. Failure of the employee to reapply for work within ten (10) days of the date of mailing the notice shall waive the right of recall, and the employee shall lose his/her seniority and status as an employee.

- F. Seniority and personal sick leave benefits accrued at the time of layoff will be restored upon recall.

- G. In the event that an employee has been displaced, the affected employee will have the opportunity to displace an employee with less seniority in any job classification in which he/she has pre-qualified. An employee who has successful experience as a custodian would be eligible to displace a head custodian.

- H. In the event the District decides to recreate a position that an employee had been displaced from, that employee and all others affected by the displacement may be realigned back in to the previous position. The employee may also reclaim their displaced position if that position becomes vacant. This movement does not constitute a transfer.

ARTICLE VII: HEALTH AND SAFETY

The safe and effective operation of schools is everyone's responsibility. To this end, classroom rules must be consistent with building level expectations, building level expectations must coordinate with District level policy, rules and regulations, and all local documents must comply with state and federal rules, regulations, and statutes. It is expected that all members of the Fort Dodge Community School District will be knowledgeable of the expectations at all levels; will comply with rules, regulations, and statutes; and will implement each in the manner intended.

When school is closed due to threats of violence or terrorism, or acts of violence or terrorism that cause the schools to be closed due to unsafe conditions, employees will not be required to be at work until the conditions have improved and the employee may request that time missed will be compensated for through the use of leaves or vacation.

Employees wishing to participate in first aid and/or CPR through "District provided training" may do so at District expense.

Training and preparation opportunities will be provided to assist the employee in meeting the special skills and expectations of the job.

PHYSICALS

A. Pre-employment Physical

A physical examination including a chest x-ray by the employee's family physician is required of all-new full-time custodians and maintenance personnel. The examination should be taken prior to the starting date, and must be taken not later than the first month of employment. Forms are available through the Human Resource Office. The cost of the examination is borne by the employee.

Pre-employment physicals must be completed within ten (10) working days of the starting date. Failure to complete this requirement will cause all benefits, other than insurance, to be withheld until the examination is completed.

B. Periodic Physical

All full-time school employees are required to have a physical examination and chest x-ray by their family physician every third year of employment. All maintenance employees who are required to have a bus driver's physical are exempt from this examination.

Notification and required forms for this examination are furnished by the Superintendent's Office. For individuals employed as custodians or maintenance, the cost of the examination, after insurance, up to \$60.00 and the cost of the x-ray, if the tine test is not acceptable, up to \$60.00 is paid by the Fort Dodge Community School District. For individuals employed as bus mechanics and required to have a bus physical on an annual basis, the District agrees to reimburse the cost of the examination, after insurance, up to \$60.00, and the cost of the x-ray, if the tine test is not acceptable, up to \$60.00 is paid by the Fort Dodge Community School District.

MEDICATION

No language for this negotiation group.

ARTICLE VIII: ASSOCIATION LEAVE

A. Organization Business Leave

1. Upon request of the Association President, a maximum of eight (8) contract days, with pay, shall be made available for members of the association to attend conferences, workshops, or other activities of the Association, excluding: the preparation and presentation of grievances, negotiations, arbitration, impasse, or litigation related issues.
2. If an employee is elected to either a unit or state office, that employee shall be allowed to attend said meetings without loss of pay, as long as the association provides, in advance, the dates and times that the individual will be gone. A maximum of ten (10) days will be allocated for this leave. In the event that this leave is exhausted, the elected individual may use personal business leave or vacation leave, as approved by the superintendent.

ARTICLE IX: LEAVES OF ABSENCE

It is the responsibility of the employee to notify the Director of Operations/Designee reasonably in advance of an absence if possible.

A. **Personal Sick Leave**

All employees will be granted full pay for absences due to personal illness, injury, or medical appointments for a period of:

ten (10) days during the first year of employment;
eleven (11) days for the second year;
twelve (12) days for the third year;
thirteen (13) days for the fourth year;
fourteen (14) days for the fifth year; and
fifteen (15) days for the sixth and subsequent years of employment.

A total of one-hundred fifty (150) days maximum may be accumulated for personal illness.

Personal sick leave days will be prorated for less than a year's service. A physician's statement of health may be required after illness.

In the event an employee is injured and receiving Worker's Compensation, the employee shall take sick leave, if available. Prior to the commencement of long-term disability benefits, the employer will provide the difference between the Worker's Compensation salary benefits and the employee's per diem to the extent of an employee's accumulated sick leave.

B. **Family Illness Leave**

In case of illness in the immediate family, up to five (5) days leave of absence per year without loss of pay shall be granted. Immediate family as defined in Article II (E) of this contract.

This is not accumulative from year to year.

C. **Bereavement Leave**

Employees may be granted up to four (4) days leave of absence at full pay for attendance at funerals in the immediate family. Immediate family as defined in Article II (E). Up to two (2) additional days may be granted at the discretion of the Director of Operations/Designee upon request of the employee. Employees may be granted up to three (3) days leave, per occurrence, for the death of a family member not covered in the definition of immediate family, or for a friend.

D. **Jury Service**

Any employee called for jury service shall be compensated at regular salary, less compensation received for jury duty. A "Request for Absence" shall be completed and approved by the principal and superintendent prior to the absence. When a juror is not required for full-time jury service, he is expected to report for regular work.

E. **Personal Business Leave**

An employee will be granted two (2) days of personal business leave per year for business that cannot be conducted outside of the workday. An employee must notify his supervisor seven (7) days in advance except in emergencies, and the application must state the reason for the leave. No more than one (1) maintenance person and one (1) custodian per day may be granted personal business leave. Absent extraordinary circumstances, personal business leave can not be taken the day before or the day after a vacation or holiday and is not to be used as vacation. Personal business leave can be accumulated to a maximum of four (4) days.

F. Extended Unpaid Sick Leave

An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for up to one (1) year. After exhaustion of sick leave, the employee may continue insurance upon prepayment of the monthly premiums if the insurance carrier allows.

G. Good Cause Leave

A good cause leave, temporary or extended, with or without pay, may be granted at the discretion of the superintendent. The granting of said leave is expressly non-grievable.

ARTICLE X: HOURS OF WORK

A. Adverse Weather

No language for this negotiation group.

B. Probationary Employees

All new employees shall serve a sixty (60) day probationary period. The termination or retention of probationary employees is entirely within the discretion of the employer. All new employees will have leaves of absence and holiday pay benefits from the first day on the job. Insurance benefits begin the first day of the first month following the employment date. However, the employee's failure to complete the pre-employment or periodic physical requirements will cause their benefits, other than insurance, to be suspended until that requirement is met.

C. Termination

Employees are expected to give two (2) weeks written notice should they decide to terminate their service. Absent extraordinary circumstances the employer will give two (2) weeks notice, in writing, should they decide to terminate for any reason.

D. Severance

When an employee retires or leaves the District after ten (10) years of continuous service, severance pay shall be made promptly to the employee at his/her hourly rate of pay on the date of separation times eight (8) hours per day for all unused sick leave days (capped at 105 days) which the individual had accumulated but did not use during employment with the District. Employees involuntarily terminated shall not be eligible for receipt of severance pay unless the employee is laid off, terminated for reasons of health, or separated for other reasons not the fault of the employee. In the event that an employee who has been terminated elects to receive severance pay at the time of layoff, the employee agrees to repay the entire severance pay upon recall or to repay the severance pay in another manner acceptable to the Board of Education.

E. Employment

1. Twelve Month Basis

All regular full-time employees shall be employed on a twelve-month basis.

2. Substitution

From time to time employees may be requested to perform duties that are not considered to be a normal part of their job. Full cooperation in performing such assigned duties is expected of all personnel.

Any employee substituting in the absence of another during the regular school year shall be paid at his own rate of pay subject to the adjustment set out in the Transfer Article.

3. Work Schedule

Work schedules may be altered as required by the Director of Operations/Designee to satisfy the needs of the school system; however, Board approval shall be obtained for any permanent change in work schedule that materially alters the annual earnings of the employees affected.

a. Custodians

The normal work schedule for full-time custodial employees during the school year is eight (8) hours per day, five (5) days per week. All custodians who are required to check their assigned buildings on weekends will work two (2) hours additional per week, making a total of 42 hours of work. During the summer months the normal work schedule will be 40 hours per week.

b. Maintenance Personnel

The normal workweek for engineers and maintenance personnel shall be 40 hours per week.

The purpose of this article is to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of the work schedule and assignment of work shall be made by the employer and may be changed from time to time to meet its needs.

4. Night Work Premium

When the majority of an employee's regularly assigned workday occurs after 3:00 p.m., or 11:00 p.m., he/she will be entitled to the following premium for all hours worked in addition to his/her regular job rate:

After 3:00 p.m.

Custodians	30¢/hour
Engineers	30¢/hour
Maintenance	30¢/hour

After 11:00 p.m.

Custodians	40¢/hour
Engineers	40¢/hour
Maintenance	40¢/hour

When maintenance employees are engaged in snow removal work, it is considered to be a part of their regular job, and they are entitled to the above pay on hours worked after 6 p.m.

5. Overtime

In lieu of overtime pay compensatory time may be accumulated. Compensatory time shall be calculated at the time and one-half rate and must be used according to the following guidelines:

1. **Employees may choose compensatory time or overtime pay to be compensated for overtime worked.**
2. **Compensatory time may be accumulated to a maximum of 40 hours.**
3. **The accumulation of compensatory time is actually the accumulation of overtime and is subject to the same approval provisions.**
4. **Compensatory time may be used only with the permission of the immediate supervisor.**
5. **A leave slip must be completed to document the request, approval, and use of compensatory time.**
6. **Compensatory time can not be accumulated during a week in which compensatory time is being used. Overtime accumulated will be compensated at the overtime rate.**

Overtime for regular full-time employees shall be paid at the rate of time and one-half of the employee's straight time hourly rate when an employee works in excess of 40 hours per week. The standard workweek for overtime purposes shall begin at 12:01 a.m. on Monday and shall end at the same time seven days later.

Overtime shall be paid on both the straight-time hourly job rate (base rate) and on such additional compensation as night work premium and length of service increment.

Each employee shall submit a weekly time sheet to the **following supervisors** showing hours actually worked:

1. **Building custodians shall submit time sheets to the building principal.**
2. **Maintenance staff (not including mechanics) shall submit time sheets to the Maintenance Site Manager.**
3. **Mechanics shall submit time sheets to the Transportation Site Manager.**
4. **During the summer months or in the absence of the individual identified in Items 1-3, the employee may turn time sheets in to the Director of Operations.**

The time sheet must show the time absent for personal illness or any other reason. Falsification of a time sheet shall be considered grounds for immediate dismissal.

With the exception of contracted overtime and overtime accrued in emergency situations, all overtime must be approved, in advance, by the Building Principal, the Maintenance Site Manager, the Transportation Site Manager, the Director of Operations, or the Superintendent/designee.

Each building/maintenance division will develop a fair and **equitable** overtime rotation system. Positions outside of the building/maintenance divisions (carpenter, plumber, grounds, etc.) shall be considered separate divisions. Each building maintenance division shall offer their overtime to other employees if there is more work than they can handle.

Night and evening employees may adjust their hours to day hours on non-student days and on days of early release with the advanced approval of the appropriate site manager of the Director of Operations or the Building Supervisor.

6. Seniority List

The Employer shall post a seniority list on or before November 1st of each year in each building and deliver a copy to the Organization.

7. Call In Pay

Any custodial/maintenance employee subject to an emergency call will be given two (2) hours overtime minimum. Employees will not be required to work for the full length of time.

ARTICLE XI: INSURANCE

- A. A group hospitalization and major medical insurance policy identified as a Preferred Provider Organization 500 plan, with benefits at present coverage or as negotiated, will be made available to all full-time employees. The insurance carrier will be selected by the Board.

The Board will pay the full monthly single premium to cover cost of said insurance for each full-time employee. Each employee may insure his/her immediate family under the coverage afforded, and the District shall pay one-third (1/3) of the dependent portion of the premium. The employee shall pay the additional amount necessitated to pay the monthly premium, which amount shall be deducted each and every month during the employee's pay period.

- B. The Board shall provide each employee a description of the group health insurance coverage provided herein and shall assist in providing insurance information and applications. The details of the insurance contract are included in a comprehensive plan explanation booklet provided to each employee.
- C. A group term life insurance policy insuring each employee with \$25,000 group term life insurance will be made available to all employees. Employees will notify the Board in writing of their desire to be covered by this term life insurance coverage, and the Board shall assist in providing insurance information in the form of applications and a description of the policy. Each employee may insure his or her immediate family under this coverage afforded and the employee shall pay an additional amount necessitated to pay the annual premium, which amount shall be deducted on a prorated basis each and every month during the employee's pay period.
- An additional \$25,000 of term life insurance may be purchased by each employee, and the employee will pay the additional amount needed for the annual premium.
- D. A reputable group long-term disability insurance policy subject to normal interplay's and exclusions shall provide benefits to each employee up to age 65 or such other retirement age as may be established by labor department regulations, amounting to 66-2/3 percent of salary and up to \$2,500 per month following a waiting period of 90 consecutive calendar days or 90 days of accumulated sick leave days, whichever is greater, shall be made available to all employees. The Board shall select a carrier and pay the monthly premium for each employee desiring such coverage.
- E. A group dental insurance policy shall be made available to all employees. The Board shall select the carrier and shall pay the single employee premium cost for each employee desiring such coverage. Providing carrier eligibility requirements are met, each employee may insure his or her immediate family under the coverage afforded, and the employee shall pay the additional amount necessitated to pay the dependent portion of the monthly premium, which amount shall be deducted each and every month from the employee's pay.

ARTICLE XII: WAGES

A.

<u>Job Title</u>	<u>2005-2006</u>	<u>2006-2007</u>
Head Custodian	\$15.51	\$15.81
Custodian.....	\$15.21	\$15.51
Maintenance A.....	\$16.05	\$16.35
Maintenance B.....	\$15.75	\$16.05
Engineer – Maintenance A	\$16.05	\$16.35
Engineer – Maintenance B	\$15.75	\$16.05
Bus Mechanic – Class A (includes 15¢ for tool allowance).....	\$16.20	\$16.50
Bus Mechanic – Class B (includes 15¢ for tool allowance).....	\$15.90	\$16.20
Bus Mechanic Master Craftsman (includes 15¢ for tool allowance)	\$17.05	\$17.35
Master Craftsman	\$16.90	\$17.20

Hourly wage rates shall be rounded out to even cents (no fractions of a cent) per hour.

For the 2005-2006 year, the hourly wage increase will be \$.50 per hour. For the 2006-2007 year, the hourly wage increase will be \$.30 per hour.

- B. Mileage. Individuals who are required to travel between buildings in their own vehicles for the purpose of doing business for the Fort Dodge Community School District shall be paid the amount per mile as established by the Internal Revenue Service.

- C. Should the legislator allocate additional funds that would be available to support staff, both parties agree to reopen negotiations, limited to this article. This language will sunset with the duration of this contract.

DUES DEDUCTION

- A. Any employee who is a member of the organization or who has applied for membership, may sign and deliver to the Board authorization for payroll deduction of Organization dues. The Organization agrees to inform its members of the voluntary procedure for dues deduction authorization or revocation thereof. The authorization form shall be designed by the Organization, subject to approval by the Board, shall be revocable at the completion of the fiscal year of the organization, and expenses for producing and distributing said forms shall be borne by the Organization.
- B. Dues authorization forms shall be received by the Board not less than ten (10) days prior to the District's first October payroll date in which the deduction is to commence.
- C. The Board agrees, pursuant to receipt of the dues deduction authorization, to deduct one-twenty-fourth ($1/24^{\text{th}}$) of the total annual dues from each of the first two regular paychecks of each month and remit the same promptly to the Organization. The Organization agrees to indemnify and hold harmless the school District, the Board, each individual Board member, and all administrators against all claims, suits, or other forms of liability arising out of the provisions in this agreement between the parties for dues deduction.

LENGTH OF SERVICE

An increment of 5 cents per hour will be added to each employee's job wage rate at the beginning of the second (2^{nd}), third (3^{rd}), fourth (4^{th}), sixth (6^{th}), eighth (8^{th}), tenth (10^{th}), eleventh (11^{th}), fourteenth (14^{th}), sixteenth (16^{th}), eighteenth (18^{th}), twenty-first (21^{st}), twenty-third (23^{rd}), twenty-sixth (26^{th}), twenty-eighth (28^{th}), thirtieth (30^{th}), thirty-second (32^{nd}), and thirty-fourth (34^{th}) year of continuous service.

Individuals employed on or before December 31st will be credited for one year of service. Individuals employed on or following January 1 will not begin to accumulate length of service credit until the following contract year, which will begin on July 1.

Increment increases are made effective only July 1.

PAYCHECKS

- A. Payday will be every two weeks. Paychecks are delivered to the respective buildings via school delivery on payday. If the payday falls on a holiday, the paychecks will be delivered the last school day prior to the holiday.
- B. **Bonus Day**
An employee who misses no time from work, other than scheduled vacation, will be awarded an additional day's pay at the end of the contract year. The contract year is defined as July 1st through June 30th.

ARTICLE XIII: GRIEVANCE

Section 1. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

Section 2.

- A. Every employee or group of employees, including the Organization, covered by this Agreement shall have the right to present grievances in accordance with these procedures.
- B. Every employee shall have the right to be represented at Steps 2 through 4 in this procedure by a representative of his/her own choosing and at his/her own expense. A representative of the Organization, at the employee's request, may be present at Steps 2 and 3 of the grievance procedure; and, in the event the Organization is not satisfied with the resolution of the grievance that has proceeded through Step 3, may pursue grievance to Step 4.
- C. The failure of an employee to act on a grievance within 10 workdays of the occurrence will act to bar any further appeal and an administrators' failure to give a decision within 10 workdays shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.
- D. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the work program and related work activities of the grieving employee or of the employee staff.

Section 3.

- A. First Step. An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his or her immediate supervisor.
- B. Second Step. If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing with the Director of Operations/Designee and/or building principal as appropriate. At a mutually agreeable time, within ten (10) workdays from the filing, the appropriate supervisor and/or the building principal and the aggrieved will meet to discuss the matter. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract alleged violated, and shall state the remedy requested. A filing of the formal written grievance at the Second Step must be within ten (10) workdays from the date of the response from the Director of Operations/Designee. The Director of Operations/Designee and/or the building principal shall make a decision on the grievance and communicate it in writing to the employee and the superintendent/designee within ten (10) workdays after receipt of the grievance or the meeting between the aggrieved and the appropriate Director and/or building principal, whichever is later.
- C. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within ten (10) workdays of the written decision at the second step by the Director of Operations/Designee and/or building principal, a copy of the grievance with the superintendent/designee. Within ten (10) workdays after such written grievance is filed, the aggrieved and the superintendent or his/her designee shall meet to resolve the grievance. The superintendent or his/her designee shall file an answer within ten (10) workdays of the Third Step grievance meeting and communicate it in writing to the employee and the appropriate director and/or building principal.

- D. Fourth Step. If the grievance is not satisfactorily resolved at the Third Step, there shall be available a Fourth Step of impartial arbitration. The employee and the Organization may submit, in writing, a request for arbitration to the superintendent within ten (10) workdays of the date the decision is rendered in Step Three for the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator to serve, either party may request a list of seven (7) arbitrators from the Public Employment Relations Board (PERB). Upon receipt of said list, the parties will meet within ten (10) workdays to select an arbitrator. The list will be narrowed through a striking process with the moving party making the first strike.

The arbitrator shall hear the grievance de novo and render a decision in writing within thirty (30) days of the hearing to the employee, Board, and Organization. The decision of the arbitrator shall be final and binding on all parties.

The cost of the arbitrator shall be borne equally by the Board and the Organization.

The arbitrator, in his/her decision, shall not amend, modify, nullify, ignore, or add to the provisions of this agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her by the District and the Organization, and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the agreement.

- Section 4. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives.

ARTICLE XIV: IN-SERVICE

No language for this negotiation group.

ARTICLE XV: VACATIONS AND HOLIDAYS

A. Vacations

All full-time custodial and maintenance employees who are hired on a full-year basis shall be granted a paid vacation.

- A five (5) workday vacation with pay is granted after one (1) year of continuous service;
- A ten (10) workday vacation period is granted after two (2) years of service;
- A fifteen (15) workday vacation is granted after five (5) years of service;
- A twenty (20) workday vacation is granted after ten (10) years of service;
- A twenty-five (25) workday vacation is granted after twenty (20) years of service.

Vacation days are calculated from the anniversary date of employment beginning on July 1, 1999.

Vacation days will be prorated for less than a year's service.

All full-time custodians and bus mechanics may commence their vacations the day after teachers have been dismissed for the summer and will return to work no later than the day before pre-school teacher in-service begins, unless mutually agreed upon between the employer and the employee. Decisions regarding vacation scheduling outside normal scheduling periods are non-grievable.

Arrangements for vacations are to be made by written request to the Director of Operations/Designee and approved by the Superintendent of Schools/Designee.

B. Holidays

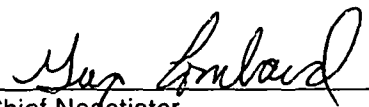
If the holiday shall fall on a Saturday or Sunday, it is observed on the following Monday. The legal holidays are as follows:

New Year's Day	January 1
Good Friday	
Memorial Day	last Monday in May
Independence Day	July 4
Labor Day	first Monday in September
Thanksgiving Day	last Thursday in November
Friday following	Thanksgiving Day
Christmas Day	December 25

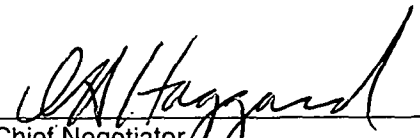
Relative to the holidays associated with Christmas and New Year's, the holiday may be taken as the last day before or the first day after the specified holiday. The employee must submit his/her request in writing two weeks prior and must receive approval from the Director of Operations and the immediate supervisor.

ARTICLE XVI: COMPLIANCE CLAUSES AND DURATION

- A. Separability. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining article, section or clause shall remain in full force and effect.
- B. Printing. Copies of this agreement may be printed by the Board and made available to the Fort Dodge Community Schools Maintenance Employees Bargaining Unit or others at a cost sufficient to cover the costs of printing.
- C. Duration. This agreement shall be effective **July 1, 2005**, and shall continue in effect through **June 30, 2007**.



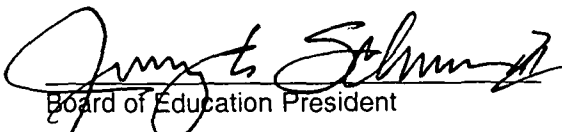
Chief Negotiator
Maintenance Employees Bargaining Unit



Chief Negotiator
Board of Education



Union President



Board of Education President

Approved by Maintenance Employees
Bargaining Unit this 20 day of MAY, 2005

Approved by Board of Education
this ____ day of _____, 20__.

It is the policy of the Fort Dodge Community School District not to discriminate on the basis of race, creed, color, national origin, gender, disability, religion, age or marital status in its programs, services, and employment practices. If you have questions or grievances related to this policy, please contact Marcy Harms, Director of Student Services, Arey Education Center, 104 South 17th Street, Fort Dodge, IA 50501, (574-5678) or contact the U. S. Department of Education Office for Civil Rights Midwestern Division, 10220 North Executive Hills Boulevard, 8th Floor, Kansas City, MO 64153-1367. (Alternate for Section 504 is Lis Ristau, Director of Special Needs, 515-574-5675)

The District's Compliance Coordinator for Affirmative Action is Pam Rodewald. She can be reached at 574-5657 or 104 South 17th Street, Fort Dodge, IA 50501.

The District's Designated Investigator of Physical/Sexual Abuse of Students by School Employees is Marcy Harms. She can be reached at 574-5678 or 104 South 17th Street, Fort Dodge, IA 50501. The alternate is Corey Moody. He can be reached at 574-5469 or 819 North 25th Street, Fort Dodge, IA 50501.

The District's Grievance Officer for Harassment Complaints and Allegations is Marcy Harms, Director of Student Services. She can be reached at 574-5678 or 104 South 17th Street, Fort Dodge, IA 50501.

Revised: 05/05